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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**ADELINE MONIQUE MUNOZ,
JUANA OLMOS and MELISSA
NORA ORTEGA, a Minor, by and
through her Guardian *ad Litem*, Rocio
Rodriguez, as SUCCESSORS IN
INTEREST RE JOHN ORTEGA,
Decedent,**

Plaintiffs,

v.

**CONSULATE GENERAL OF
MEXICO; GERARDO ARTURO
LOZANO; and DOES 1 through 100,
inclusive**

Defendants.

CASE NO: 2:12-cv-10112-DSF-MAN

[Assigned to Honorable Dale S. Fischer - Crtrm 840]

**ORDER APPROVING MINOR'S
COMPROMISE**

Date: November 25, 2013
Time: 1:30 p.m.
Dept: 840

TO THE PARTIES AND THEIR ATTORNEYS OF RECORD:

On November 25, 2013 at 1:30pm the Hearing for the Approval of the Minor's Compromise on behalf of Minor Plaintiff MELISSA NORA ORTEGA in this matter came for hearing before the Honorable Dale S. Fischer in Department 840 of the United States District Court, Central District. Attorneys Wayne McClean, Esq. and Christopher K. Roberts, Esq. appeared on behalf of Plaintiffs, and Attorney Matthew Harrison, Esq. appeared on behalf of Defendants. Minor Plaintiff MELISSA NORA

1 ORTEGA, her natural mother and Guardian Ad Litem, Rocio Rodriguez, and minor
2 plaintiff's natural sister, Plaintiff ADELINE MUNOZ, were also in attendance.

3
4 **IT IS ORDERED:**

- 5
- 6 ● MELISSA NORA ORTEGA shall receive as her share of the settlement
7 proceeds the amount of **\$140,080.50 (one hundred and forty thousand**
8 **eighty dollars and fifty cents)** which shall be invested in a single-
9 premium deferred annuity, or structured settlement, providing periodic
10 payments over the lifetime of the Minor Plaintiff, MELISSA NORA
11 ORTEGA.
 - 12 ● The sum of **\$140,080.50 (one hundred and forty thousand eighty**
13 **dollars and fifty cents)** to be paid by the Defendants, or their insurers,
14 as settlement of this matter with the Minor Plaintiff shall be structured
15 through the purchase of an Annuity from Prudential Insurance Company
16 of America, for the benefit of the Minor Plaintiff, MELISSA NORA
17 ORTEGA. The annuity shall provide future periodic payments to the
18 Minor Plaintiff as follows: **\$10,000.00 (ten thousand) semi-annually**,
19 guaranteed for 8 payments (4 years), beginning on July 1, 2023, with the
20 last guaranteed payment on January 1, 2027. Beginning on July 1, 2027,
21 with the last guaranteed payment on June 1, 2052, the Minor Plaintiff
22 shall receive monthly payments of **\$589.98 (five hundred and eighty-**
23 **nine dollars and ninety-eight cents)**, guaranteed for 25 years (300
24 payments), and continuing for the life of MELISSA NORA ORTEGA.
 - 25 ● For his legal services on behalf of the Minor Plaintiff, Attorney Wayne
26 McClean, Esq. shall be paid the amount of **\$87,083.00 (eighty-seven**
27 **thousand eighty-three dollars)**, to be taken from the gross settlement
28 proceeds in this matter.

- 1 ● Wayne McClean, Esq. shall be paid from the gross proceeds of the
2 settlement of this matter **\$10,336.50 (ten thousand and three hundred**
3 **thirty-six dollars and fifty cents)** as reimbursement of litigation costs
4 advanced on behalf of the Minor Plaintiff in the prosecution of this
5 wrongful death matter. This amount does not include any costs incurred
6 in prosecuting the Decedent, JOHNNY ORTEGA's, personal injury
7 matter, prior to his death.
- 8 ● The Minor's Compromise is Approved.

9
10 **12/10/13**

11 Dated: _____



Honorable Dale S. Fischer,
Judge of the Federal Court

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I am an employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 21650 Oxnard Street, Suite 1620, Woodland Hills, CA 91367.

On **December 10, 2013**, I served, on all interested parties, the foregoing document described as:

**NOTICE OF LODGING [PROPOSED] ORDER
APPROVING MINOR'S COMPROMISE**

by placing a true copy thereof the original enclosed in a sealed envelope addressed as follows:

**Dana Alden Fox, Esq.
Matthew P. Harrison, Esq.
LEWIS BRISBOIS BISGAARD & SMITH LLP
221 North Figueroa Street, Suite 1200
Los Angeles, CA 90012**

☒ **BY MAIL:** As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at **Woodland Hills, CA** in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit. (To all Parties on Service List)

☐ **BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the addressee(s).

☐ **BY OVERNIGHT DELIVERY:** I caused such envelope to be delivered by hand this date to the offices of the addressee(s).

☐ **BY FACSIMILE TRANSMISSION:** I caused such document to be transmitted to the addressees' facsimile number noted above. The facsimile machine I used complied with Rule 2003(3) and the transmission was reported as complete without error. I caused the machine to print a transmission record of the facsimile transmission, a copy of which is attached to this Declaration.

I declare under penalty of perjury under the laws of the United States and the State of California that the above is true and correct and, that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on **December 10, 2013**, at **Woodland Hills, CA**.

Karyn L. Cole